SECTION – VII

(VOLUME-I)

ANNEXURES

PROFORMA OF BANK GUARANTEE
FOR BID SECURITY (if Applicable)

(To be stamped in accordance with stamp Act)

The non Judicial stamp paper of Rs. 200/- should be in the name of issuing Bank.

Ref.……. Bank Guarantee No.….
Date ……

To,
The General Manager (Elec.),
Procurement Section, 4th Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru – 560001

Dear Sir,

In accordance with Invitation to Bid under your Specification No…….M/s…….having its Registered/ Head Office at …….(hereinafter called the Bidder) wish to participate in the said Bid or……and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs……Valid up to …….on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the……Bank at ……. having our Head Office at …….(local address) Guarantee and undertake to pay immediately on demand by Bangalore Electric supply Company Limited the amount of …… (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said `BESCOM' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ****** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ……day of……20 ……at…….

WITNESS:

……. .	…….
(Signature)	(Signature)
…….	…….
(Name)	(Name)
…….	…….
(Official Address)	(Designation with Bank Stamp)

(*******) This date shall be thirty (30) days after the last date for which the Bid is valid.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No .....
Date .....

To,

The General Manager (Elec.),
Procurement Section, 4th Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru – 560001

Dear Sir,

In consideration of the Bangalore Electrical supply Company Limited, (hereinafter referred to as the BESCOM which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of BESCOM's Letter of Intent No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to ..... * .....(%).....percent) of the said value of the Contract to the BESCOM.

We ..... (Name & Address)
having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the BESCOM, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to .....** ..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the Guarantee herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee.

The BESCOM shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The BESCOM shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers

vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the BESCOM and the Contractor or any other course or remedy or security available to the BESCOM. The Bank shall not be released to its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the BESCOM or any other indulgences shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the BESCOM may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)

NOTE:

* This Sum shall be Five percent (05%) of the Contract Price.

** The date will be ninety (90) days after the end of Guarantee Period as specified in the Contract.

1. The stamp papers of Rs. 200/- values shall be purchased in the name of issuing Bank.